

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467101

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allergan, Inc.		05/28/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Serenity Pharmaceuticals LLC		
Street Address:	105 Hawk Court		
City:	Milford		
State/Country:	PENNSYLVANIA		
Postal Code:	18337		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86247669	NOCTIVA	
Serial Number:	86247672	NOCTRISA	
Serial Number:	86247674	NOCUVANT	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2128138800		
Email:	NY-TM-Admin@goodwinprocter.com		
Correspondent Name:	GOODWIN PROCTER LLP/Janis Nici		
Address Line 1:	620 Eighth Avenue		
Address Line 4:	New York, NEW YORK 10018		
NAME OF SUBMITTER:	Janis Nici		
SIGNATURE:	/janis nici/		
DATE SIGNED:	03/26/2018		
Total Attachments: 6			
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OP \$90.00 86247669

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TRADEMARK, COPYRIGHT and DOMAIN NAME ASSIGNMENT

THIS TRADEMARK, COPYRIGHT and DOMAIN NAME ASSIGNMENT (the "Agreement") is made on 28 May 2017 between:

- (1) **ALLERGAN, INC.** incorporated under the laws of the state of Delaware having a registered office at 2525 Dupont Drive, Irvine, CA 92612, United States of America ("Assignor");
- (2) **SERENITY PHARMACEUTICALS LLC**, incorporated under the laws of the state of Delaware having a registered office at 105 Hawk Court, Milford, PA 18337, United States of America ("Assignee"). (collectively, the Assignor and Assignee are the "Parties" and each singularly is a "Party").

BACKGROUND

- (A) The Assignor is the proprietor of or applicant for the trademark registrations, trade mark applications, copyright registrations, copyright applications and domain names listed in Schedule A to this agreement (the "Transferred IP").
- (B) The Assignor has agreed to assign the Transferred IP to the Assignee on the terms set out in this Agreement.

AGREED TERMS

1. ASSIGNMENT

In return for good and valuable consideration (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Transferred IP, including:

- (a) the absolute entitlement to any registered trademarks granted pursuant to any of the applications comprised in the Transferred IP;
- (b) all statutory and common law rights attaching to the Transferred IP, together with the goodwill of the business relating to the goods or services in respect of which the Transferred IP are registered or used;
- (c) all rights of priority (or to claim priority) attaching to the Transferred IP; and
- (d) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of any of the Transferred IP whether occurring before, on or after the date of this agreement.

2. FURTHER ASSURANCE

- 2.1 At its own expense, the Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute such documents and perform such acts as may be required for the purpose of giving full effect to this agreement, including registration of the Assignee as applicant or registered proprietor of the Transferred IP.
- 2.2 The Assignor shall do the following at the Assignee's cost and direction, pending formal registration or recordal of the assignment of the Transferred IP to the Assignee:

- (a) if legally required to do so, pay all applicable application, filing, registration, renewal and other fees as they fall due;
- (b) if legally required to do so, promptly satisfy all official actions issued by any relevant trade mark registry or authority;
- (c) provide the Assignee with all information and other assistance required to enable the Assignee to prepare, file or prosecute applications for registration of any of the Transferred IP (including producing, in the appropriate form, any evidence of its use of the Transferred IP);
- (d) ensure that copies of all correspondence that it, or its agents, receive (including any renewal advice or other notification received from any relevant registry) are promptly delivered to the Assignee; and
- (e) provide the Assignee with all information and other assistance required by the Assignee to conduct, defend or settle any relevant claims, actions or proceedings (including, if requested by the Assignee, bringing proceedings in its own name or lending its name to any proceedings brought by the Assignee).

3. COUNTERPARTS

- 3.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 3.2 Transmission of the executed signature page of a counterpart of this agreement by: (a) fax; or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement.

4. THIRD PARTY RIGHTS

No one other than a Party to this agreement (or their successors and permitted assignees) shall have any right to enforce any of its terms.

5. GOVERNING LAW

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Delaware.

6. JURISDICTION

The Parties irrevocably agree that the courts of Delaware shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

[Signatures follow after the Schedule]

Schedule A

TRADEMARK	COUNTRY	STATUS	OWNER	APPL. DATE	APPL. NO.	REG. DATE	REG. NO.
NOCTIVA	US	Pending	Allergan, Inc.	9-Apr-14	86247669		
NOCTIVA	EUTM	Pending	Allergan, Inc.	3-Jul-14	013053509		
NOCTRISA	US	Pending	Allergan, Inc.	9-Apr-14	86247672		
NOCTRISA	EUTM	Pending	Allergan, Inc.	3-Jul-14	013053475		
NOCUVANT	US	Pending	Allergan, Inc.	9-Apr-14	86247674		
NOCUVANT	EUTM	Pending	Allergan, Inc.	3-Jul-14	013053434		
NOZURIA	US	Pending	Allergan, Inc.	15-Aug-16	87138356		
PACSERA	US	Pending	Allergan, Inc.	8-Jul-14	86331317		
PACSERA	EUTM	Registered	Allergan, Inc.	18-Feb-11	009749409	28-Sep-11	009749409
PACSERA	US	Abandoned	Allergan, Inc.	16-Feb-11	85244298		
PAZINOCT	US	Abandoned	Allergan, Inc.	16-Feb-11	85244301		
PAZINOCT	EUTM	Registered	Allergan, Inc.	18-Feb-11	009749649	22-Jul-11	009749649
PAZINOCT	US	Pending	Allergan, Inc.	21-Jun-16	87078539		
RELISERA	US	Pending	Allergan, Inc.	21-Jun-16	87078547		
RELISERA	US	Abandoned	Allergan, Inc.	9-Mar-11	85262388		
RELISERA	EUTM	Registered	Allergan, Inc.	7-Apr-11	009874884	18-Aug-11	009874884
REMIO	US	Pending	Allergan, Inc.	15-Aug-16	87138363		
REMNOCT	US	Pending	Allergan, Inc.	21-Jun-16	87078543		
REMNOCT	EUTM	Registered	Allergan, Inc.	18-Feb-11	009749508	22-Jul-11	009749508
REMNOCT	US	Abandoned	Allergan, Inc.	16-Feb-11	85244306		
RESTNOCT	US	Pending	Allergan, Inc.	15-Aug-16	87138368		

Title of Copyrighted Work	Country	Authors	Reg. No.	Reg. Date	Status
Questionnaire on the Impact of Nighttime Urination	Canada	Seymour Fein, Linda Leng Yee Cheng, Kristin Khalaf, Steve Abrams	1134153	5 October 2016	Registered
Questionnaire on the Impact of Nighttime Urination	China	Seymour Fein, Linda Leng Yee Cheng, Kristin Khalaf, Steve Abrams	2016-L-00310865	9 November 2016	Registered
Questionnaire on the Impact of Nighttime Urination	US	Seymour Fein, Linda Leng Yee Cheng, Kristin Khalaf, Steve Abrams	n/a	n/a	Pending

Domain Names
www.noctivainfo.com
www.noctivaservice.com
www.noctivaspray.com
www.noctrisa.com
www.noctivafor nocturia.com
www.nocuvant.com
www.pacsera.com
www.pazinoc.com
www.relisera.com
www.remnoct.com
www.learnaboutnoctiva.com

IN WITNESS WHEREOF, each party has caused this agreement to be duly executed by its duly authorised representative in a manner binding upon it on the date stated at the beginning of this Agreement.

Signed by Matthew O. Brady.....)
for and on behalf of)
ALLERGAN, INC.)
)



Signed by Samuel Herschowitz)
for and on behalf of)
SERENITY PHARMACEUTICALS)
LLC)

